

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: N/A
 PAGE 1 OF 5
 2. CONTRACT NO.: SPM300-05-D3143
 3. AWARD/EFFECTIVE DATE: JUL 13 2004
 4. ORDER NUMBER: N/A
 5. SOLICITATION NUMBER: SPM300-04-R-0301
 6. SOLICITATION ISSUE DATE: 07/29/2004

7. FOR SOLICITATION INFORMATION CALL: SUSAN BUDMAN, CONTRACT SPECIALIST
 b. TELEPHONE NUMBER (No collect calls): 215-737-8324
 8. OFFER DUE DATE/LOCAL TIME: 09/21/04

9. ISSUED BY: DEFENSE SUPPLY CENTER PHILADELPHIA
 DSCP-~~FRAC~~
 DIRECTORATE OF SUBSISTENCE - BLDG 6
 700 ROBBINS AVENUE
 PHILADELPHIA, PA 19111-5092
 CODE: SP0102
 10. THIS ACQUISITION IS:
 UNRESTRICTED
 SET ASIDE: % FOR
 SMALL BUSINESS
 HUBZONE SMALL BUSINESS
 8(A)
 NAICS: 4224
 SIZE STANDARD: 500
 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED:
 SEE SCHEDULE
 12. DISCOUNT TERMS:
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING: N/A
 14. METHOD OF SOLICITATION:
 RFQ IFB RFP

15. DELIVER TO: SEE SCHEDULE
 CODE:
 16. ADMINISTERED BY: Same as Block #9 * See Page # 4
 CODE:

17a. CONTRACTOR/OFFEROR: Labatt Food Service
 4500 Industry Park
 San Antonio, Texas 78218
 210-661-4216
 CODE: OS378
 FACILITY CODE:
 18a. PAYMENT WILL BE MADE BY: DFAS-COLUMBUS
 ATTN: DFAS-CO-SES
 P.O. BOX 182317
 COLUMBUS, OH 43218-6260
 CODE: S33150

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ACQUISITION FOR FULL LINE FOOD DISTRIBUTOR FOR AUTHORIZED CUSTOMERS IN THE SAN ANTONIO AREA				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA: 25% MINS \$6,282,449.00
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$25,129,796.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
 29. AWARD OF CONTRACT: REF. SP0300-04-R- OFFER DATED: YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR: *Blair Labatt*
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): *Raymond W. Poplas*
 30b. NAME AND TITLE OF SIGNER (Type or print): Blair Labatt, President
 31b. NAME OF CONTRACTING OFFICER (Type or print): RAYMOND. W. POPLAS
 30c. DATE SIGNED:
 31c. DATE SIGNED: 7-13-05

SECTION A SOLICITATION/CONTRACT FORM

Amendment 0001 dated September 02, 2004, Amendment 0002 dated September 8, 2004 issued under solicitation number SPM300-04-R-0301, are hereby incorporated as part of this contract.

SECTION B SUPPLIES/SERVICE AND PRICE

DELIVERY: Delivery shall occur no more than 48 hours after order placement unless otherwise required by the ordering officer.

FOB TERMS: FOB **Destination** for all items.

PRICES: The unit prices for all items shall be in accordance with clause 52.212-4, Contract Terms and Conditions- Commercial Items (October 2003) and Addendum, paragraph (5)(u), Price Changes.

The unit price is determined by the "Delivered Price" plus the "Distribution Price". The Distribution Price Categories are contained in Attachment #1. These distribution prices will remain fixed throughout the term of the contract. This contract contains a guaranteed minimum of twenty-five percent 25% of the estimated dollar value. The maximum ceiling will be one hundred fifty percent (150%) of the estimated dollar value. The estimated dollar value of the base term of this contract is \$5,026,484.00. In the event of emergencies or mobilization, the Government reserves the right to unilaterally execute an alternate maximum ceiling of one hundred seventy-five percent (175%) of the estimated dollar value per contract period of this acquisition.

If the Government determines to invoke the options, the distribution prices will not increase for all option years.

MANDATORY ITEMS: The following items are mandated to be supplied by the National Industries for the Blind (NIB) or the National Industries for the Severely Handicapped (NISH), refer to FAR clause 52.208-9.

8920-00-782-6353	Pancake Mix
8920-00-823-7221	Cake Mix, Devils Food
8920-00-823-7223	Cake Mix, Gingerbread
8950-01-079-6942	Paprika, Ground
8950-01-254-2691	Garlic Powder
Various	Dining Packets

If ordered the Prime Vendor is required to source these items from NIB/NISH. The plant sources were identified in the solicitation on page 14.

SECTION C DESCRIPTION / SPECIFICATIONS

Non-availability of any item and recommendation for substitution will be communicated to the customer the same day the order is placed.

The Prime Vendor can accept additions and cancellations up to 3:00 PM on the day prior to delivery.

Ordering for supplies under this contract for all other remaining activities shall be performed by the ordering activity via the Subsistence Total Order and Receipt Electronic System (STORES).

SECTION D- PACKAGING AND MARKING

All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug, and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

SECTION E- INSPECTION AND ACCEPTANCE

Inspection and acceptance of products will be performed at destination. Each ordering facility will be responsible for accepting or rejecting product as it is delivered. All food items must be inspected for count, condition and identity and approved by the ordering activities' authorized personnel receiving the delivery before final acceptance can be made.

SECTION F- DELIVERIES OR PERFORMANCE

The following is designated as the plant location for the performance of this contract for all contract line items:

PLANT LOCATION

Labatt Foodservice
4500 Industrial Park
San Antonio, TX 72818

Customers authorized to order under this contract are as follows:

Lackland AFB, TX & CDC	Nutrition Care Branch
Wilford Hall Medical Center	Randolph Air Force Base, CDC, Annex & Youth
Culinary Arts Training Center	Brooks Air Force Base Child Care Center
Facility 984 (Ribs)	Laughlin Air Force Base & CDC
Lackland Air Force Reserve	Gary Job Corps Center
La Hacienda Dining Facility	Laredo Job Corps Center
Gott Dining Facility	ANG 147 FW Ellington Field
Gateway CDC	Kelly AFB CDC & Youth Center
Fort Sam Houston	Field Feeding Delivery Sites
Garrison Dining Facility	Vet Science School
Camp Bullis Dining Facility	

There is a minimum of fifteen (20) case movement per month required to satisfy product requirements.

SECTION G . CONTRACT ADMINISTRATION DATA

Delivery orders issued against this Indefinite Delivery Type Contract shall be administered by the person who placed the order on behalf of the Government, i.e., the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In these cases, the applicable agency or activity may re-procure the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency or activity can take these particular re-procurement actions. Administration of the terms and conditions set forth in the IDTC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions, which were processed under the IDTC.

ATTACHMENT #1- DISTRIBUTION PRICE CATEGORIES: SEE PAGE 5

FOR ADMINISTRATIVE PURPOSES ONLY:

LAREDO JOB CORPS, GARY JOB CORPS, ANG 147TH FW ELLINGTON, AND AIR FORCE RESERVE, WILL BE PART OF CONTRACT SPM300-05-D-3159, WHICH WERE PREVIOUSLY UNDER CONTRACT SPM300-05-D-3009.

CONTRACT NUMBER SPM300-05-D3120 FOR FORT SAM HOUSTON WILL REMAIN UNCHANGED.

DCMA DALLAS, TX IS RESPONSIBLE FOR THE ADMINISTRATION OF THE SMALL BUSINESS, SMALL DISADVANTAGED, WOMEN-OWNED, VETERAN/DIABLED VETERAN-OWNED AND HUB ZONE SMALL BUSINESS COMMERCIAL SUBCONTRACTING PLAN ONLY.

ATTACHMENT #1- DISTRIBUTION PRICE CATEGORIES

<u>Category</u>	<u>UOM</u>	<u>Distribution Price</u>
1. <u>Cents Per Pound Items</u>		
a. Beef-Raw/Unbreaded/No flavored marinade	Pound	
b. Poultry-Raw/Unbreaded/No flavored marinade	Pound	
c. Pork- Raw/Unbreaded/No flavored marinade	Pound	
d. Seafood- Raw/Unbreaded/No flavored marinade Non-Shellfish	Pound	
e. Seafood-Shellfish	Pound	
f. Dairy-Butter/Cheese	Pound	
g. Coffee	Pound	
2. <u>Cents Per Case Items</u>		
a. Staples	Case	
b. Frozen/Chilled	Case	
c. Portion Controlled Condiments	Case	
d. Meal Kits	Case	
e. Spices	Case	
3. <u>Split Cases</u>	Case	